

OCT 01 2001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Porter et al.
 Title: MODIFIED OILSEED
 MATERIAL
 Application No.: 09/883,552
 Filing Date: 06/18/2001
 Examiner: Not yet determined
 Art Unit: Not yet determined

**POWER OF ATTORNEY OR AUTHORIZATION OF AGENT
 BY ASSIGNEE**

Commissioner for Patents
 Washington, D.C. 20231

Sir:

Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 is the Assignee and owner of the entire right, title, and interest in and to the above-identified patent application.

Assignee hereby appoints the following registered attorneys and agents of the law firm of FOLEY & LARDNER:

| | |
|----------------------|-----------------|
| SCOTT D. ANDERSON | Reg. No. 46,521 |
| RUSSELL J. BARRON | Reg. No. 29,512 |
| DAVID J. BATES | Reg. No. 39,902 |
| STEVEN C. BECKER | Reg. No. 42,308 |
| EDWARD W. BROWN | Reg. No. 22,022 |
| CHARLES G. CARTER | Reg. No. 35,093 |
| ALISTAIR K. CHAN | Reg. No. 44,603 |
| JOHN C. COOPER III | Reg. No. 26,416 |
| JEFFREY N. COSTAKOS | Reg. No. 34,144 |
| WILLIAM J. DICK | Reg. No. 22,205 |
| BARRY L. GROSSMAN | Reg. No. 30,844 |
| JEFFREY S. GUNDERSEN | Reg. No. 47,619 |
| PAUL S. HUNTER | Reg. No. 44,787 |
| KATHERINE D. LEE | Reg. No. 44,865 |
| KENNETH G. LEMKE | Reg. No. 47,746 |
| KEITH D. LINDENBAUM | Reg. No. 40,365 |
| DAVID G. LUETTGEN | Reg. No. 39,282 |
| RICHARD J. MC KENNA | Reg. No. 35,610 |
| JAMES G. MORROW | Reg. No. 32,505 |
| TODD A. RATHE | Reg. No. 38,276 |
| MICHAEL D. RECHTIN | Reg. No. 30,128 |

| | |
|------------------------|-----------------|
| M. REED STAHELI | Reg. No. 47,959 |
| CHRISTOPHER M. TUROSKI | Reg. No. 44,456 |
| JOHN A. VANOPHEM | Reg. No. 38,646 |
| JAMES A. WILKE | Reg. No. 34,279 |
| JOSEPH N. ZIEBERT | Reg. No. 35,421 |
| WALTER E. ZIMMERMAN | Reg. No. 40,883 |

as its principal attorneys to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, to transact all business in the United States Patent and Trademark Office connected therewith, and to have full power of substitution, association, and revocation, including the power to revoke the power of attorney of any associate attorney.

Please direct all future correspondence concerning this application to:

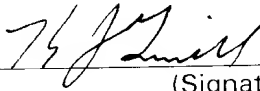
M. Reed Staheli
FOLEY & LARDNER
Firstar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297 5765
Facsimile: (414) 297-4900

Executed this 12th day of September, 2001.

Cargill, Inc.

By:



(Signature)

Harry J. Gwinnett

(Printed Name)

Vice President

(Title)

COPY

Attorney Docket No. 023829-0112

ASSIGNMENT AND AGREEMENT

WHEREAS, **Michael A. Porter** of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; **Harapanahalli S. Muralidhara** of 2325 Yuma Lane North, Plymouth, Minnesota 55447; **Ian Purtle** of 1280 Zircon Lane North, Plymouth, Minnesota 55447; **Jagannadh V. Satyavolu** of 1818 23rd Street NW, Cedar Rapids, Iowa 52405; **William H. Sperber** of 5814 Oakview Circle, Minnetonka, Minnesota 55345; **Daniele Karleskind** of 10500, 33rd Ave. N., Plymouth, Minnesota 55441 and **Ann M. Stark** of 2235 Plymouth Street, Marion, Iowa 52302; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MODIFIED OILSEED MATERIAL** (Atty. Dkt. No. 023829-0112) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,552; and

WHEREAS, **Cargill, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

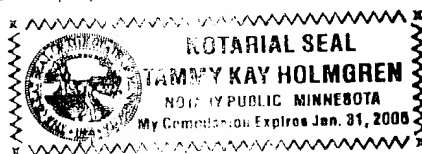
Executed this 27 day of August, 2001.



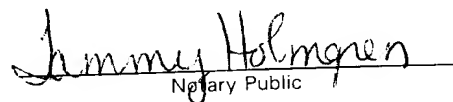
MICHAEL A. PORTER

State of Minnesota)
County of Hennepin) ss.

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)


Notary Public

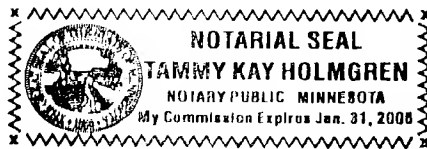
My Commission Expires: 1/31/05

Executed this 28 day of Aug, 2001.

HARAPANAHALLI S. MURALIDHARA
HARAPANAHALLI S. MURALIDHARA

State of Minnesota)
) ss.
County of Hennepin)

On this 28th day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

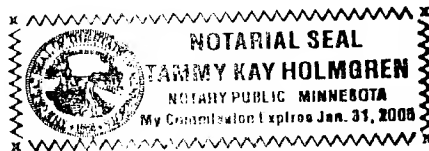
My Commission Expires: 1/31/05

Executed this 27th day of August, 2001.

IAN PURTLE
IAN PURTLE

State of Minnesota)
) ss.
County of Hennepin)

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

SJS Jagannadh

JAGANNADH V. SATYAVOLU

State of Iowa)
County of Linn) ss.

On this 15th day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters
Notary Public

My Commission Expires: 2/12/2003

(Seal)

Executed this 6th day of September, 2001.

William H. Sperber
WILLIAM H. SPERBER

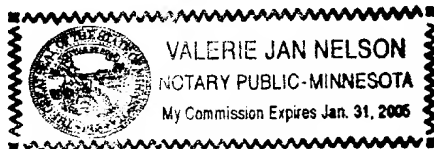
State of Minnesota)
County of Hennepin) ss.

On this 6th day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson
Notary Public

My Commission Expires: January 31, 2005

(Seal)



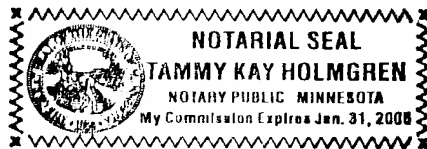
Executed this 5 day of September, 2001.

[Signature]

DANIELE KARLESKIND

State of Minnesota)
) ss.
County of Hennepin

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

[Signature]
Notary Public

My Commission Expires: 1/31/08

Executed this 13th day of August, 2001.

[Signature]
ANN M. STARK

State of IOWA)
) ss.
County of LINN

On this 13th day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)

